

LAW OFFICES

MILES & STOCKBRIDGE

A PROFESSIONAL CORPORATION

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1450 G STREET, N.W.
WASHINGTON, D.C. 20005-2001

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July 17, 1996

RECORDATION NO. 15793-E
FILED 1425

JUL 18 1996 - 10 15 AM

via FEDERAL EXPRESS

Surface Transportation Board
12th and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Mrs. Janice Fort
Recordation

Re: Our File No.: 258-1644
(Westvaco)

Dear Mrs. Fort:

Enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. 11301(a) are one original and one notarized copy of the following document:

Assignment of Lessor's Interest in Lease dated July 16, 1996 by Railcar, Ltd. (1819 Peachtree Road, N.W., Suite 315, Atlanta, Georgia 30309) in favor of The First National Bank of Maryland (25 South Charles Street, Baltimore, Maryland 21201) which relates to the Memorandum of Lease Agreement dated May 3, 1988 between Railcar Management, Inc., as agent on behalf of Railcar, Ltd. (1819 Peachtree Road, N.W., Suite 315, Atlanta, Georgia 30309) and Westvaco Corporation (229 Park Avenue, New York, New York 10171) recorded with the Interstate Commerce Commission on August 31, 1988 under Recordation No. 15793-A.

Also enclosed is a check in the amount of \$21.00 to cover the costs of recording this document.

Once this document has been recorded, please return the same to: John A. Stalfort, Esquire, Miles & Stockbridge, a Professional Corporation, 10 Light Street, 8th Floor, Baltimore, Maryland 21202.

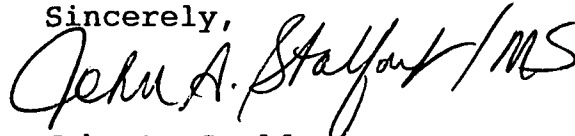
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MILES & STOCKBRIDGE

A PROFESSIONAL CORPORATION

Thank you for your prompt attention to this matter. Please call me at (410) 385-3425 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Stalfort" followed by a stylized flourish or initials.

John A. Stalfort

JAS:mes
Enclosures

**SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001**

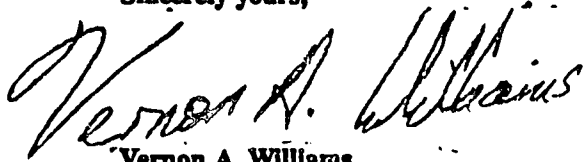
7/18/96

John A. Stalfort, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202-1487

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/18/96 at 10:15AM, and assigned recordation number(s). 20185, 20186, 20187, 20188, 15793-E, 17425-C, 18695-B and 19567-A.

Sincerely yours,

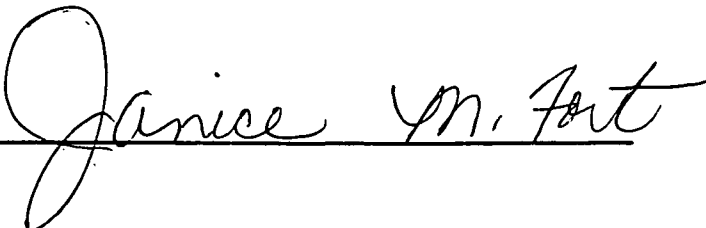


Vernon A. Williams
Secretary

Enclosure(s)

\$168.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

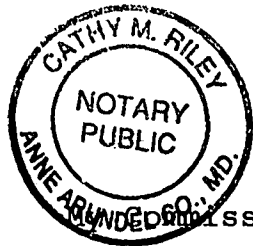
Signature



STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that the attached Assignment of Lessor's Interest in Lease is a true and complete copy of said Assignment of Lessor's Interest in Lease.

WITNESS my hand and seal this 17th day of July, 1996.



Cathy M. Riley
Notary Public

Commission Expires: July 1, 1998

15793-E
JUL 18 1996 10:41 AM

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASE (this "Agreement") is made as of the 16th day of July, 1996 by RAILCAR, LTD., a Georgia corporation ("LTD"), in favor of THE FIRST NATIONAL BANK OF MARYLAND, a national banking association ("FM").

RECITALS

LTD has entered into that certain Lease Agreement dated as of May 3, 1988 (the "Lease") between Railcar Management, Inc. (acting as agent for LTD, the owner of the cars), as Lessor, and Westvaco Corporation (the "Lessee").

Pursuant to the Master Assignment Agreement between LTD and FM dated July 16, 1996 and the related Schedule 1 executed by LTD and FM dated July 16, 1996, LTD has sold to FM all of LTD's right, title and interest in and to the railroad cars which are described on Schedule A attached hereto and made a part hereof (the "Cars"). LTD previously has assigned LTD's rights under the Lease to The Penn Insurance and Annuity Company, a Delaware corporation ("Penn Annuity"), pursuant to a loan arrangement with Penn Annuity.

In connection with the sale of the Cars, LTD desires to assign to FM all of LTD's right, title and interest in and to the Lease.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, LTD hereby agrees with FM as follows:

1. Assignment. LTD hereby assigns to FM all of LTD's right, title and interest in and to the Lease, including, without limitation, all rent payable with respect to the Cars.
2. Representations and Warranties. LTD hereby represents and warrants to FM the following:

(a) to the knowledge of LTD, there are no defaults or events of default under the Lease;

(b) the Lease is presently in full force and effect;

(c) no rent under the Lease has been paid in advance;

(d) Penn Annuity will be entitled to receive rental payments in amounts and for periods of time as follows: per Car per month commencing on July 1, 1996 through and including February 1, 2004 (i.e., 92 payments).

(e) Except as otherwise stated herein, LTD has not assigned, encumbered or transferred in any way its interest in the Lease; and

(f) a complete copy of the Lease is attached hereto as Exhibit A.

3. Additional Instruments. LTD shall execute and deliver such further instruments and take such actions as shall be reasonably required in order to carry out the transactions contemplated by this Agreement.

4. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement comprises the complete understanding of the parties and there are no understandings, either written or oral, except as specifically set forth in this Agreement. No changes may be made in this Agreement unless specifically reduced to writing and accepted by both parties. All prior negotiations and understandings of the parties are deemed merged into this Agreement.

(b) Amendment and Waiver. This Agreement may be amended, or any portion of this Agreement may be waived, provided that such amendment or waiver shall be in writing, executed by the parties to which any particular provision specifically relates and all such amendments and waivers made shall be binding upon the parties. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

(c) Inurement to Benefit of Assigns. All of the terms and provisions of this Agreement shall be binding upon, apply and inure to the benefit of the parties, their respective successors and assigns.

(d) Severability. Each of the terms and provisions of this Agreement, except for the payment of the purchase price to Seller, is and is deemed to be severable, in whole or in part, and, if any term or provision or their application in any circumstance should be invalid, illegal or unenforceable, the remaining terms and provisions or their application, to circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected and shall remain in full force and effect.

(e) Exhibits and Schedules. All exhibits and schedules attached to this Agreement are incorporated and made a part of this Agreement by reference.

(f) Paragraph Headings. All paragraph and subparagraph headings are for convenience of reference only and shall not be used in interpreting this Agreement.

(g) Rights and Remedies. All rights and remedies granted any of the parties under this Agreement shall be cumulative.

(h) Survival of Representatives and Warranties. All representations, warranties and indemnifications shall survive the closing of the transactions contemplated by this Agreement.

(i) Governing Law. The law of the State of Maryland shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

(j) Construction. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural. This Agreement and all instruments executed to consummate the transactions contemplated shall be deemed to have been mutually negotiated, prepared and drafted, and in the event of its interpretation no consideration shall be given to the issue of which party prepared, drafted or requested any term, condition or agreement.

IN WITNESS WHEREOF, LTD has executed this Agreement under seal by its duly authorized officers as of the day and year first written above.

RAILCAR, LTD.

By: Wilds L. Pierce (SEAL)
Name/Title: WILDS L. PIERCE / President

STATE OF GEORGIA, COUNTY OF FULTON

On July 16, 1996, before me personally appeared Wilds L. Pierce, to me personally known, who being by me duly sworn says that he is President of Railcar, Ltd., a Georgia corporation, and that he executed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joy F. Hardin
Notary Public

My commission expires: Notary Public, Coweta County, Georgia
My Commission Expires March 30, 1999

[NOTARIAL SEAL]

W002 Westvaco

Woodchip

Converted woodchip hopper
to gondolas

No. of Cars: 150

Bearing the following car numbers and marks:

WVCX 3000	WVCX 3001	WVCX 3002	WVCX 3003	WVCX 3004	WVCX 3005
WVCX 3006	WVCX 3007	WVCX 3008	WVCX 3009	WVCX 3010	WVCX 3011
WVCX 3012	WVCX 3013	WVCX 3014	WVCX 3015	WVCX 3016	WVCX 3017
WVCX 3018	WVCX 3019	WVCX 3020	WVCX 3021	WVCX 3022	WVCX 3023
WVCX 3024	WVCX 3025	WVCX 3026	WVCX 3027	WVCX 3028	WVCX 3029
WVCX 3030	WVCX 3031	WVCX 3032	WVCX 3033	WVCX 3034	WVCX 3035
WVCX 3036	WVCX 3037	WVCX 3038	WVCX 3039	WVCX 3040	WVCX 3041
WVCX 3042	WVCX 3043	WVCX 3044	WVCX 3045	WVCX 3046	WVCX 3047
WVCX 3048	WVCX 3049	WVCX 3050	WVCX 3051	WVCX 3052	WVCX 3053
WVCX 3054	WVCX 3055	WVCX 3056	WVCX 3057	WVCX 3058	WVCX 3059
WVCX 3060	WVCX 3061	WVCX 3062	WVCX 3063	WVCX 3064	WVCX 3065
WVCX 3066	WVCX 3067	WVCX 3068	WVCX 3069	WVCX 3070	WVCX 3071
WVCX 3072	WVCX 3073	WVCX 3074	WVCX 3075	WVCX 3076	WVCX 3077
WVCX 3078	WVCX 3079	WVCX 3080	WVCX 3081	WVCX 3082	WVCX 3083
WVCX 3084	WVCX 3085	WVCX 3086	WVCX 3087	WVCX 3088	WVCX 3089
WVCX 3090	WVCX 3091	WVCX 3092	WVCX 3093	WVCX 3094	WVCX 3095
WVCX 3096	WVCX 3097	WVCX 3098	WVCX 3099	WVCX 3100	WVCX 3101
WVCX 3102	WVCX 3103	WVCX 3104	WVCX 3105	WVCX 3106	WVCX 3107
WVCX 3108	WVCX 3109	WVCX 3110	WVCX 3111	WVCX 3112	WVCX 3113
WVCX 3114	WVCX 3115	WVCX 3116	WVCX 3117	WVCX 3118	WVCX 3119
WVCX 3120	WVCX 3121	WVCX 3122	WVCX 3123	WVCX 3124	WVCX 3125
WVCX 3126	WVCX 3127	WVCX 3128	WVCX 3129	WVCX 3130	WVCX 3131
WVCX 3132	WVCX 3133	WVCX 3134	WVCX 3135	WVCX 3136	WVCX 3137
WVCX 3138	WVCX 3139	WVCX 3140	WVCX 3141	WVCX 3142	WVCX 3143
WVCX 3144	WVCX 3145	WVCX 3146	WVCX 3147	WVCX 3148	WVCX 3149

Exhibit A

COPY OF LEASE

Not Included with this filing